

A. G. Contract No. KR95 0038TRN
ADOT ECS File No.: JPA 95-02
Project: Item 704/H2954 01D
Section: SR-87 Chandler
Traffic Signal Synchronization

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 20 MARCH, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF CHANDLER, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The State and the City desire to participate in a
study to determine the cost and benefits of traffic signal
synchronization on State Route 87 in the City, hereinafter
referred to as the Project, at an estimated cost of \$11,500.00,
for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>19585</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/20/95</u>
<u>Gene Lee Hunt</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. The State will:

a. By modification to an existing "on-call" multiple statewide traffic engineering consultant contract, hire an engineering consultant to perform the study. Administer same and make all payments to the consultant. Be responsible for any consultant claims for extra compensation attributable to the State.

b. Provide timely copies of the consultant's study progress reports to the City for review and comment. Insure appropriate incorporation of City review comments in the final study report.

c. Contribute approximately \$8050.00 to the Project, and invoice the City for it's share of the Project, in an amount estimated at \$3450.00.

2. The City will:

a. Concur with the State on the Project scope of work, and review and comment on Project progress reports.

b. Be responsible for any consultant claims for extra compensation attributable to the City.

c. Within 30 days after receipt and approval of an invoice, reimburse the State for the City's share of the Project, in an amount estimated at \$3450.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the award of a Project contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Chandler
City Manager
25 S. Arizona Place #301
Chandler, AZ 85225

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

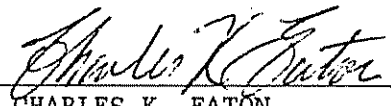
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CHANDLER

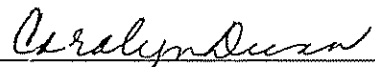
STATE OF ARIZONA

Department of Transportation

By 
JAY TIBSURAENY
Mayor

By 
CHARLES K. EATON
State Traffic Engineer

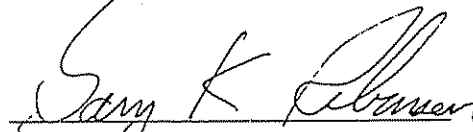
ATTEST

By 
CAROLYN DUNN
City Clerk

RESOLUTION

BE IT RESOLVED on this 4th day of January 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Chandler for the purpose of defining responsibilities for participating in a traffic signal synchronization study on SR-87 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


for: LARRY S. BONINE
Director

RESOLUTION NO. 2322

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR A STUDY OF THE COSTS AND BENEFITS OF TRAFFIC SIGNAL SYNCHRONIZATION

WHEREAS, the City of Chandler desires to synchronize timing of traffic signals along State Route 87 and certain arterial streets in the City; and

WHEREAS, the Arizona Department of Transportation has arranged for the services of a consultant to evaluate the costs and benefits of alternative strategies for synchronization of the traffic signal timings; and

WHEREAS, results of the study will be used by the City of Chandler and the Arizona Department of Transportation to synchronize the timings of traffic signals along Arizona Avenue and other arterial streets in the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

1. That certain "INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF CHANDLER" relating to a study to determine the costs and benefits of traffic signal synchronization on State Route 87 in Chandler is hereby approved; and
2. The Mayor is hereby authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of Chandler, Arizona, this 9th day of February, 1995.

ATTEST:

Carolyn Dural
CITY CLERK

May. February
MAYOR

JPA 95-02

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 11th day of February, 1995.

Dennis M. O'Neill

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0038-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of March, 1995.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:LSR
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